

**JOINT STATEMENT  
OF  
AT&T CONNECTICUT,  
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS,  
T-MOBILE USA AND SPRINT NEXTEL**

**Regarding Raised House Bill No. 5224  
An Act Concerning Implied Warranties of Merchantability  
and the Return of Consumer Goods  
Before the Committee on General Law  
February 23, 2010**

**Proposal:**

Raised House Bill No. 5224 would modify the application of implied warranties of merchantability for consumer goods sold at retail in Connecticut. In addition, the bill would permit a buyer to require replacement of a returned item with a new and not refurbished item, even if the terms of the sale specified otherwise.

**Comments:**

AT&T Connecticut, Cellco Partnership d/b/a Verizon Wireless, T-Mobile USA and Sprint Nextel are opposed to the bill and urge the committee to reject it.

Our goal is to provide customers with excellent service at reasonable prices. Although well intentioned, the bill would result in increased cost for consumers with no real benefit. While legislation of this nature has been proposed in other jurisdictions, none has been adopted; with good reason.

Customers are protected should the device they purchase prove defective after the initial trial period. All phones sold by wireless carriers are subject to a 1-year manufacturer warranty. These warranties are provided by the device manufacturer – not the service provider. As a courtesy to our customers, however, the service provider may help to facilitate the manufacturer's warranty by troubleshooting common issues, replacing select devices or providing for the device to be shipped to the manufacturer for repair or replacement.

The wireless industry knows how important it is for consumers to stay connected. We offer customers who are in warranty an optional, courtesy service to ensure customers with defective equipment can quickly obtain a wireless device. Since sending the device directly to the manufacturer for repair or replacement can take some time, usually 1 - 2 weeks, as an example, AT&T offers an opportunity under its Warranty Exchange Program for the customer to obtain a replacement without having to first return the defective phone. Under the Warranty Exchange Program, a customer can receive a replacement device in as little as 1 - 2 business days. Additionally, in areas where we have a Device Support Center, including Connecticut, customers with an eligible device may be able to receive a same-day replacement. The Warranty Exchange Program and the Device Support Center are simply offered as a convenience to AT&T customers; they in no way supplant the customer's ability

to deal directly with the manufacturer under the warranty or the customer's rights under the warranty.

The industry also offers its postpaid customers the ability to purchase wireless phone insurance for a low, monthly fee. This optional coverage protects against loss, theft, or accidental physical damage.

Under both the Warranty Exchange Program and the Wireless Phone Insurance, customers may receive refurbished phones. These are like-new phones that have been carefully tested to ensure that they meet the manufacturer's initial quality standards; they are not inferior products. Including refurbished phones in the stock available to be provided as replacement devices is industry practice; we are not aware that this practice is or ever has been an issue for our customers.

If refurbished devices could no longer be provided, customers would not have the convenience of receiving a like-new replacement so quickly or conveniently. Instead, they would have to return the phone for repair and wait for the phone to be returned. The increased cost to manufacturers and service providers would be significant, driving up costs to consumers, without any impact on the quality of the device they ultimately receive.

Finally, we think it is important to note that requiring new replacement devices would not be consistent with companies' efforts to reduce environmental impacts by keeping production down and reusing non-defective like-new equipment to reduce waste.

**Conclusion:**

AT&T Connecticut, Cellco Partnership d/b/a Verizon Wireless, T-Mobile USA and Sprint Nextel oppose Raised House Bill No. 5224 and urge the committee to reject it.

STANDARD LIMITED WARRANTY

What is Covered and For How Long? SAMSUNG TELECOMMUNICATIONS AMERICA, L.P. ("SAMSUNG") warrants to the original purchaser ("Purchaser") that SAMSUNG's Phones and accessories ("Products") are free from defects in material and workmanship under normal use and service for the period commencing upon the date of purchase and continuing for the following specified period of time after that date:

Phone	1 Year
Batteries	1 Year
Leather Case/Pouch/Holster	90 Days
Game Pad	90 Days
Other Phone Accessories	1 Year

What is Not Covered? This Limited Warranty is conditioned upon proper use of Product by Purchaser. This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abuse, neglect, unusual physical, electrical or electromechanical stress, or modification of any part of Product, including antenna, or cosmetic damage; (b) equipment that has the serial number removed or made illegible; (c) any plastic surfaces or other externally exposed parts that are scratched or damaged due to normal use; (d) malfunctions resulting from the use of Product in conjunction with accessories, products, or ancillary/peripheral equipment not furnished or approved by SAMSUNG; (e) defects or damage from improper testing, operation, maintenance, installation, or adjustment; (f) installation, maintenance, and service of Product, or (g) Product used or purchased outside the United States or Canada. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by SAMSUNG for charging the battery, (ii) any of the seals on the battery are broken or show evidence of tampering, or (iii) the battery has been used in equipment other than the SAMSUNG phone for which it is specified.

What are SAMSUNG's Obligations? During the applicable warranty period, SAMSUNG will repair or replace, at SAMSUNG's sole option, without charge to Purchaser, any defective component part of Product. To obtain service under this Limited Warranty, Purchaser must return Product to an authorized phone service facility in an adequate container for shipping, accompanied by Purchaser's sales receipt or comparable substitute proof of sale showing the date of purchase, the serial number of Product and the sellers' name and address. To obtain assistance on where to deliver the Product, call Samsung Customer Care at 1-888-987-4357. Upon receipt, SAMSUNG will promptly repair or replace the defective Product. SAMSUNG may, at SAMSUNG's sole option, use rebuilt, reconditioned, or new parts or components when repairing any Product or replace Product with a rebuilt, reconditioned or new Product. Repaired/ replaced leather cases, pouches and holsters will be warranted for a period of ninety (90) days. All other repaired/ replaced Product will be warranted for a period equal to the remainder of the original Limited Warranty on the original Product or for 90 days, whichever is longer. All replaced parts, components, boards and equipment shall become the property of SAMSUNG. If SAMSUNG determines that any Product is not covered by this Limited Warranty, Purchaser must pay all parts, shipping, and labor charges for the repair or return of such Product.

What Are the Limits On SAMSUNG's Liability? EXCEPT AS SET FORTH IN THE EXPRESS WARRANTY CONTAINED HEREIN, PURCHASER TAKES THE PRODUCT "AS IS," AND SAMSUNG MAKES NO WARRANTY OR REPRESENTATION AND THERE ARE NO CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO:

THE MERCHANTABILITY OF THE PRODUCT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR USE;

WARRANTIES OF TITLE OR NON-INFRINGEMENT;  
DESIGN, CONDITION, QUALITY, OR PERFORMANCE OF THE PRODUCT;  
THE WORKMANSHIP OF THE PRODUCT OR THE COMPONENTS CONTAINED THEREIN; OR  
COMPLIANCE OF THE PRODUCT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION  
OR CONTRACT PERTAINING THERETO.

NOTHING CONTAINED IN THE INSTRUCTION MANUAL SHALL BE CONSTRUED TO CREATE AN EXPRESS WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT. ALL IMPLIED WARRANTIES AND CONDITIONS THAT MAY ARISE BY OPERATION OF LAW, INCLUDING IF APPLICABLE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY LIMITED TO THE SAME DURATION OF TIME AS THE EXPRESS WRITTEN WARRANTY STATED HEREIN. SOME STATES/ PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN ADDITION, SAMSUNG SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM THE PURCHASE, USE, OR MISUSE OF, OR INABILITY TO USE THE PRODUCT OR ARISING DIRECTLY OR INDIRECTLY FROM THE USE OR LOSS OF USE OF THE PRODUCT OR FROM THE BREACH OF THE EXPRESS WARRANTY, INCLUDING INCIDENTAL, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES, OR LOSS OF ANTICIPATED PROFITS OR BENEFITS, OR FOR DAMAGES ARISING FROM ANY TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE) OR FAULT COMMITTED BY SAMSUNG, ITS AGENTS OR EMPLOYEES, OR FOR ANY BREACH OF CONTRACT OR FOR ANY CLAIM BROUGHT AGAINST PURCHASER BY ANY OTHER PARTY. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE/PROVINCE TO PROVINCE. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT AND STATES PURCHASER'S EXCLUSIVE REMEDY. IF ANY PORTION OF THIS LIMITED WARRANTY IS HELD ILLEGAL OR UNENFORCEABLE BY REASON OF ANY LAW, SUCH PARTIAL ILLEGALITY OR UNENFORCEABILITY SHALL NOT AFFECT THE ENFORCEABILITY FOR THE REMAINDER OF THIS LIMITED WARRANTY WHICH PURCHASER ACKNOWLEDGES IS AND WILL ALWAYS BE CONSTRUED TO BE LIMITED BY ITS TERMS OR AS LIMITED AS THE LAW PERMITS.

THE PARTIES UNDERSTAND THAT THE PURCHASER MAY USE THIRD-PARTY SOFTWARE OR EQUIPMENT IN CONJUNCTION WITH THE PRODUCT. SAMSUNG MAKES NO WARRANTIES OR REPRESENTATIONS AND THERE ARE NO CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT DISTRIBUTED BY SAMSUNG OR OTHERWISE, INCLUDING THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT. THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT LIE SOLELY WITH THE PURCHASER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT, AS THE CASE MAY BE.

This Limited Warranty allocates risk of Product failure between Purchaser and SAMSUNG, and SAMSUNG's Product pricing reflects this allocation of risk and the limitations of liability contained in this Limited Warranty. The agents, employees, distributors, and dealers of SAMSUNG are not authorized to make modifications to this Limited Warranty, or make additional warranties binding on SAMSUNG. Accordingly, additional statements such as dealer advertising or presentation, whether oral or written, do not constitute warranties by SAMSUNG and should not be relied upon.

Samsung Telecommunications America, L.P.

1301 East Lookout Drive

Richardson, Texas 75082

Phone: 1-800-SAMSUNG

Phone: 1-888-987-HELP (4357)

©2007 Samsung Telecommunications America. All rights reserved.

No reproduction in whole or in part allowed without prior written approval. Specifications and availability subject to change without notice.

*Below is Motorola's standard Limited Warranty. It applies unless otherwise specified by the written warranty provided with the product. Please check your manual or in-box materials for your specific device warranty.*

## Motorola Limited Warranty for the United States and Canada

### What Does this Warranty Cover?

Subject to the exclusions contained below, Motorola, Inc. warrants its telephones, pagers, messaging devices, and consumer and professional two-way radios (excluding commercial, government or industrial radios) that operate via Family Radio Service or General Mobile Radio Service, Motorola-branded or certified accessories sold for use with these Products ("Accessories") and Motorola software contained on CD-ROMs or other tangible media and sold for use with these Products ("Software") to be free from defects in materials and workmanship under normal consumer usage for the period(s) outlined below. This limited warranty is a consumer's exclusive remedy, and applies as follows to new Motorola Products, Accessories and Software purchased by consumers in the United States or Canada, which are accompanied by this written warranty:

### Products and Accessories

Products Covered	Length of Coverage
Products and Accessories as defined above, unless otherwise provided for below.	One (1) year from the date of purchase by the first consumer purchaser of the product unless otherwise provided for below.
Decorative Accessories and Cases. Decorative covers, bezels, PhoneWrap™ covers and cases.	Limited lifetime warranty for the lifetime of ownership by the first consumer purchaser of the product.
Monaural Headsets. Ear buds and boom headsets that transmit mono sound through a wired connection.	Limited lifetime warranty for the lifetime of ownership by the first consumer purchaser of the product.
Consumer and Professional Two-Way Radio Accessories.	Ninety (90) days from the date of purchase by the first consumer purchaser of the product.
Products and Accessories that are Repaired or Replaced.	The balance of the original warranty or for ninety (90) days from the date returned to the consumer, whichever is longer.

### Exclusions

- **Normal Wear and Tear.** Periodic maintenance, repair and replacement of parts due to normal wear and tear are excluded from coverage.
- **Batteries.** Only batteries whose fully charged capacity falls below 80% of their rated capacity and batteries that leak are covered by this limited warranty.
- **Abuse & Misuse.** Defects or damage that result from: (a) improper operation, storage, misuse or abuse, accident or neglect, such as physical damage (cracks, scratches, etc.) to the surface of the product resulting from misuse; (b) contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat, or food; (c) use of the Products or Accessories for commercial purposes or subjecting the Product or Accessory to abnormal usage or conditions; or (d) other acts which are not the fault of Motorola, are excluded from coverage.
- **Use of Non-Motorola Products and Accessories.** Defects or damage that result from the use of Non-Motorola branded or certified Products, Accessories, Software or other peripheral equipment are excluded from coverage.

- **Unauthorized Service or Modification.** Defects or damages resulting from service, testing, adjustment, installation, maintenance, alteration, or modification in any way by someone other than Motorola, or its authorized service centers, are excluded from coverage.
- **Altered Products.** Products or Accessories with (a) serial numbers or date tags that have been removed, altered or obliterated; (b) broken seals or that show evidence of tampering; (c) mismatched board serial numbers; or (d) nonconforming or non-Motorola housings, or parts, are excluded from coverage.
- **Communication Services.** Defects, damages, or the failure of Products, Accessories or Software due to any communication service or signal you may subscribe to or use with the Products Accessories or Software is excluded from coverage.

#### Software

Products Covered	Length of Coverage
Software. Applies only to physical defects in the media that embodies the copy of the software (e.g. CD-ROM, or floppy disk).	Ninety (90) days from the date of purchase.

#### Exclusions

- **Software Embodied in Physical Media.** No warranty is made that the software will meet your requirements or will work in combination with any hardware or software applications provided by third parties, that the operation of the software products will be uninterrupted or error free, or that all defects in the software products will be corrected.
- **Software NOT Embodied in Physical Media.** Software that is not embodied in physical media (e.g. software that is downloaded from the internet), is provided "as is" and without warranty.

#### Who is Covered?

This warranty extends only to the first consumer purchaser, and is not transferable.

#### What Will Motorola Do?

Motorola, at its option, will at no charge repair, replace or refund the purchase price of any Products, Accessories or Software that does not conform to this warranty. We may use functionally equivalent reconditioned/refurbished/ pre-owned or new Products, Accessories or parts. No data, software or applications added to your Product, Accessory or Software, including but not limited to personal contacts, games and ringer tones, will be reinstalled. To avoid losing such data, software and applications please create a back up prior to requesting service.

#### How to Obtain Warranty Service or Other Information

USA	Initiate repair service at <a href="http://www.motorola.com/servicemyphone">www.motorola.com/servicemyphone</a> Phone support 1-800-331-6456 Two-Way Radios and Messaging Devices 1-800-353-2729
Canada	All Products 1-800-461-4575 Initiate repair service <a href="#">here</a> (English) or <a href="#">here</a> (Français)
TTY	TTY 1-888-390-6456 <a href="#">Email support</a>
For Accessories and Software, please call the telephone number designated above for the product with which they are used.	

You will receive instructions on how to ship the Products, Accessories or Software, at your expense, to a Motorola Authorized Repair Center. To obtain service, you must include: (a) a copy of your receipt, bill of sale or other

comparable proof of purchase; (b) a written description of the problem; (c) the name of your service provider, if applicable; (d) the name and location of the installation facility (if applicable) and, most importantly; (e) your address and telephone number.

**What Other Limitations Are There?**

ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, OTHERWISE THE REPAIR, REPLACEMENT, OR REFUND AS PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER, AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IN NO EVENT SHALL MOTOROLA BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, ACCESSORY OR SOFTWARE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, SOFTWARE OR APPLICATIONS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCTS, ACCESSORIES OR SOFTWARE TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW.

**Some states and jurisdictions do not allow the limitation or exclusion** of incidental or consequential damages, or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or from one jurisdiction to another.

Laws in the United States and other countries preserve for Motorola certain exclusive rights for copyrighted Motorola software such as the exclusive rights to reproduce and distribute copies of the Motorola software. Motorola software may only be copied into, used in, and redistributed with, the Products associated with such Motorola software. No other use, including without limitation disassembly of such Motorola software or exercise of the exclusive rights reserved for Motorola, is permitted